

David P. Wolds (Bar No. 96686)  
Laura B. Riesenberg (Bar No. 185830)  
Farzeen Essa (Bar No. 246971)  
PROCOPIO, CORY, HARGREAVES &  
SAVITCH LLP  
530 B Street, Suite 2100  
San Diego, California 92101  
Telephone: 619.238.1900  
Facsimile: 619.235.0398

Attorneys for Defendant,  
ASSOCIATED GENERAL CONTRACTORS OF  
AMERICA, SAN DIEGO CHAPTER, INC.  
APPRENTICESHIP & TRAINING TRUST FUND

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

SOHIL KARIMY,

Plaintiff,

v.

ASSOCIATED GENERAL CONTRACTORS  
OF AMERICA – SAN DIEGO CHAPTER,  
INC., APPRENTICESHIP & TRAINING  
TRUST FUND,

Defendant.

Case No. 08 CV 0297 L (CAB)

**SUPPLEMENTAL DECLARATION OF  
PETE SAUCEDO IN SUPPORT OF  
DEFENDANT ASSOCIATED  
GENERAL CONTRACTORS OF  
AMERICA, SAN DIEGO CHAPTER,  
INC. APPRENTICESHIP & TRAINING  
TRUST FUND'S MOTION TO  
DISMISS WITH PREJUDICE  
[FED.R.CIV.P. §12(b)(1)]**

Judge M. James Lorenz

Date: June 23, 2008  
Time: 10:30 a.m.  
Ctrm: 14

I, Pete Saucedo, declare:

1. I am employed by Associated General Contractors of America, San Diego Chapter, Inc. Apprenticeship and Training Trust Fund ("Trust Fund") as the apprenticeship and training director of the apprenticeship training program funded through the Trust Fund ("Training Program"). I have held that position since 2001. If called upon to testify, I can truthfully and competently do so as to all facts set forth herein based upon my personal knowledge.

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2           2.       As the apprenticeship and training director of the Training Program, I am  
3 responsible for the day-to-day operations of the Training Program. I am also familiar with the  
4 hiring of the Trust Fund employees, such as the Training Program coordinators, directors,  
5 instructors, and staff employees.

6           3.       During 2005, I provided Trust Fund employees and new hires with copies of the  
7 Trust Fund's At-Will Employment and Arbitration Agreement ("Agreement"). I presented the  
8 Agreement to Trust Fund employees, including Karimy. I provided information to Karimy  
9 concerning the terms of the Agreement, including the arbitration of employee and Trust Fund  
10 claims, and the at-will nature of employment. As my regular practice, I provided copies of the  
11 Agreement to employees and provided them an opportunity to read the Agreement and ask  
12 questions about the terms of the Agreement before executing the Agreement. Karimy provided me  
13 with an executed copy of the Agreement.

14           4.       During April 2006, Karimy was promoted to director of operations and education  
15 for the Training Program. In this position, he was primarily responsible for managing and  
16 supervising coordinators employed by the Trust Fund. As part of his managerial responsibilities  
17 he was required to provide copies of the Agreement to newly hired apprenticeship coordinators. In  
18 addition, I instructed Karimy as part of his managerial responsibility to provide information to new  
19 hires regarding the terms of the Agreements. I am informed and believe that he provided the  
20 Agreements to newly hired apprenticeship coordinators under his supervision during April 2006  
21 through September 2007, and that certain newly hired apprenticeship coordinators executed the  
22 Agreements.


23           5.       Following Karimy's promotion during 2006, I personally provided Karimy with a  
24 copy of the Agreement that identified his new position as director of operations and education  
25 with the Trust Fund. Other than identifying Karimy's change in job title, the Agreement was the  
26 same as the Agreement he had executed during 2005, and as the Agreements that he provided to  
27 apprenticeship coordinators. When provided with the Agreement identifying his new position,  
28 Karimy did not ask me to explain what he was signing. After executing the Agreement

1 identifying his new position, Karimy did not ask me what he had signed. I did not impose a time  
2 limit during which Karimy was required to review, execute or return the Agreement.

3 6. I have no recollection of Karimy asking me to provide him with a copy of the  
4 Trust Fund's Employment Arbitration Rules and Procedures at any time during his employment.  
5 At no time did I refuse to provide Karimy with a copy of the Trust Fund's Employment  
6 Arbitration Rules and Procedures.

7 I declare under penalty of perjury under the laws of the State of California that the  
8 foregoing is true and correct.

9 Executed on this 16th day of June 2008, at San Diego, California.

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12 Pete Saucedo  
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